

**MASTER AGREEMENT**

ADVANTAGE CONTRACT #: 18P 24071100000000000010	
COMMODITY/SERVICE DESCRIPTION: Various Pharmaceuticals	
START DATE: 4/1/2025	END DATE: 7/31/2026

This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Cardinal Health 110, LLC		
ADDRESS: 7000 Cardinal Place		
CITY: Dublin	STATE: OH	ZIP CODE: 43017
PROVIDER'S VENDOR CUSTOMER #: VC1000012280		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

 2D5B6E39F57E44A...
 Bill Allen, Senior Procurement Manager
 Date 4/15/2025

Signed by:

 E7B4BD62FB0942C...
 Wendy Sease, Sr Director, State Government & LTC
 Date 4/14/2025

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Michael McNeil	
EMAIL: michael.mcneil@maine.gov	TELEPHONE: 207-956-2351

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: Erin Hollenbacher	
EMAIL: erin.hollenbacher@cardinalhealth.com	TELEPHONE: 614-652-1833

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Member-Requested Participation Addendum (MPA)

This Addendum ("**MPA**") is entered into by State of Maine ("**Member**") and Cardinal Health 110, LLC, and Cardinal Health 112, LLC, limited liability companies with a principal address of 7000 Cardinal Place, Dublin, OH 43017 ("**Vendor**") and MMCAP Infuse, an agency of the State of Minnesota ("**MMCAP Infuse**"), regarding MMS2401062 ("**Agreement**").

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Facilities:** Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. EFFECTIVE DATE AND TERM

- A. **Effective Date:** This MPA is effective on April 1, 2025, or the date all signatures have been obtained, whichever is later.
- B. **Termination:** This MPA terminates upon:
 - 1. Ninety (90) calendar days' written notice to the other parties; or
 - 2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
 - 3. Written agreement executed by all parties.

III. SCOPE

- A. **Exhibit A:** Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B:** Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor. *MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit B.*

IV. GENERAL PROVISIONS

- A. **Assignment:** Except as affirmed in this MPA, the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature:** The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions

required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.
- D. **Jurisdiction and Venue:** This MPA, except for the contents of Exhibit B, will be governed by the laws of Minnesota. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:

STATE OF MAINE

Signature:

Printed:

Title:

Date:

DocuSigned by:

Michelle Fournier

066BBD96EE5347F...

Michelle Fournier

Procurement Planning Manager

3/13/2025

VENDOR: Cardinal Health 110, LLC and Cardinal Health 112, LLC

Signature:

Printed:

Title:

Date:

Signed by:

Wendy Sease

ADBE385E9C5C499...

Wendy Sease

Sr Director State Government & LTC

3/13/2025

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

In accordance with Minn. Stat. § 16C.03, subd. 3

Signature: *Robbin J. Tschida*

C081B5019F8B4F8...

Printed: Robbin J Tschida

Date: 3/13/2025

Minnesota Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

Signature: *Renata Vaschevici*

69ABFC827DA744F...

Printed: Renata Vaschevici

Date: 3/14/2025

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2401062

EXHIBIT B**Language Modification of the Agreement**

The following terms and conditions are entered into between Vendor and the Member and are added to the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

Additional Terms:

- 1. DEFINITIONS:** The following additional definitions are applicable to the additional terms in this Exhibit B:
 - a. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - b. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - c. The term "Office" or "OSPS" shall refer to the Office of State of Procurement Services.
- 2. TAXES:** Vendor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. This does not exempt the Member from paying any mandated health care federal taxes. Vendor agrees to accept and use tax exemption certificates when supplied by the OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Vendor, Vendor agrees to notify the OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the OSPS.
- 3. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified in the Agreement. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 4. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Office of State Procurement Services, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the OSPS for the cost of complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the OSPS. If there is an inspection and return process in the Agreement, that will supersede this Paragraph, regardless of Order of Precedence.
- 5. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Agreement number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office of State Procurement Services.
- 6. INTERPRETATION:** This MPA shall be governed by the laws of the State of Maine as to interpretation and performance between Member and Vendor.
- 7. SOLICITATION:** The Vendor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this MPA, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this MPA. For breach or violation of this warranty, the OSPS shall have the absolute right to annul this MPA or, in its discretion, to deduct from the MPA price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
- 8. WAIVER:** The failure of the OSPS to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment

of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Vendor with respect to such future performance shall continue in full force and effect.

9. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in the State of Maine must provide, upon request from the facility, a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

10. COMPETITION: By accepting this MPA, Vendor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the OSPS of Purchases.

11. INTEGRATION: In respect to the relationship between the Member, and Vendor, all terms of this MPA are to be interpreted in such a way as to be consistent at all times with this document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Agreement.

12. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this MPA and the Agreement in respect to the relationship between Member and Vendor, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. This MPA
- c. Scope of Work - If applicable
- d. Agreement - as referenced in Exhibit A

13. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: The Vendor certifies to the best of Vendor's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this MPA:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not sell any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this MPA, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

Accurate as of January 27, 2025

The most current version

<https://members.infuse-mn.gov/contract-documents>



Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155
Phone: 651.201.2420

Cardinal Health110 and Cardinal Health 112 LLC

MMS2401062

Prepared on June 26, 2024,

Definitions and Acronyms

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee:** Means three percent (3%) on Vendor Generics; forty basis points (0.40%) on all other purchases of Contracted Items, except for 340B, PHS, ADAP or Prime Vendor DSH sales purchases, which will be exempt (0%). The application of this can be found in *Paragraph 10.2*.
2. **Affiliate:** Means an affiliated business that shares the same ultimate corporate parent and may also distribute Products and/or provide other services to Members.
3. **Authorized Subcontractors:** may be inclusive of, but not limited to, couriers or other service providers that may interact with the Members to provide Products and/or Services. This list of Authorized Subcontractors is subject to change. The list will be provided upon request to MMCAP Infuse with updates pursuant to *Paragraph 8.8*.
4. **Auxiliary Status:** Means Vendor is an additional supplier to a Member in addition to the State's Prime Vendor.
5. **Bid Roll:** Means the catalog refresh with new MMCAP Infuse Contract Products and Contract Pricing for multisource products which is enacted annually on July 1 unless otherwise communicated by MMCAP Infuse (**Bid Roll Effective Date**).
6. **Brand:** Means a product with a single manufacturer, regardless if due to the market or intellectual property exclusivity or is sold under a specific name or trademark.
7. **Bulky Product:** includes food and food products, home healthcare products (durable medical equipment, such as walking aids, bathroom safety products, wheelchairs and accessories, scooters and lift chairs, etc.), non-contract nutritionals, school and office supplies, non-contract large volume parenterals over one (1) liter, and non-contract IV fluids over one (1) liter.
8. **Catalog File:** Means the file maintained by the Vendor containing all the MMCAP Infuse Contract Products and related Contract Pricing.
9. **Contract File:** Means the file maintained by MMCAP Infuse containing all the MMCAP Infuse Contract Products and related Contract Pricing.
10. **Contract(ed) Items:**
 - A. **Products:** Means all products, whether prescription or non-prescription, offered by the Vendor in this Agreement.
 - i. **Alternate Contract Products:** Products purchased under an agreement negotiated by another group or Member besides MMCAP Infuse.
 1. **340B:** Means sales of product pursuant to section 340B of the Public Health Service Act.
 2. **Vendor's Generic Source Program Products (Source Program):** Means a contract portfolio managed by the Vendor inclusive of Generic and over the counter (**OTC**) products for which the Vendor negotiates their own pricing.
 3. **Member-negotiated Products:** Means Products sold under a Member Alternate Contracts.
 - ii. **MMCAP Infuse Contract Products:** Means the product categories and/or products offered by the MMCAP Infuse Manufacturers for indirect distribution through the Vendor.
 - iii. **Vendor Generic:** Means any Generic where the Vendor is the supplier and has a unique labeler code to the Vendor.
 - B. **Specialty Products:** Products which may be used to treat rare conditions, have complex storage and handling requirements, limited distribution, or additional prescribing/dispensing requirements. These Products are distributed through a separate distribution channel (**Specialty Distribution or SPD**) which is an Affiliate of the Vendor.
 - C. **Services:** Means all services offered by Vendor or its Authorized Subcontractors identified on **Attachment B**.
11. **Controlled Substance Monitoring Program (CSMP):** System designed to detect and prevent controlled substance diversion.
12. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
13. **DEA:** The federal Drug Enforcement Administration
14. **Discount(s):**
 - A. **Cost of Goods (COG) Discount:** Means discounts that are provided to the Member by the Vendor as set forth in **Attachment A-1**. All Contracted Item purchases will be included in the COG Discount calculation for the applicable jurisdiction as detailed in **A-1**.

Accurate as of January 27, 2025

The most current version

<https://members.infuse-mn.gov/contract-documents>

- B. **Auxiliary Discount:** Means a set percentage reduction (-X%) from the overall purchase price for Products purchased through Vendor in an Auxiliary Status transaction.
15. **Discontinuation:** Means the Vendor has removed or inactivated a Product in the Ordering System making it unable to be viewed or searched for and/or an order to be placed for the Product.
 - A. **Manufacturer Discontinuation/Discontinued:** The discontinuation is based upon written documentation from the manufacturer/supplier that they intend to remove the product from the general marketplace long term and/or make the product obsolete in the pharmacy compendia.
 - B. **Vendor Discontinuation/Discontinued:** The discontinuation will only impact Product availability in the Ordering System in making product not able to be purchased and not searchable, including discontinuation at the distribution center (DC) level.
16. **FDA:** Federal Drug Administration
17. **Generic:** Means a product that has received FDA approval through an Abbreviated New Drug Application and may have multiple manufacturers.
18. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
19. **Holidays:** No Day shall be considered a holiday unless it is listed here: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.
20. **Manufacturer Backorder (MBO):** Means a Product is unavailable through the Vendor and other distributors for an extended period of time (greater than fourteen (14) days) and the manufacturer has notified Vendor of supply disruptions.
21. **Mark-Up:** Means the agreed upon percentage or fees to be added to Products
22. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
23. **Member Alternate Contracts:** Means an agreement for a specific Member, in which that a Member has either (A) negotiated with directly with a manufacturer/supplier; or (B) negotiated a separate agreement with the Vendor for a specific purpose; or (C) accessing pricing through another GPO.
24. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
25. **MMCAP Infuse Manufacturer:** Means manufacturers and suppliers who have a separate arrangement with MMCAP Infuse for specific Products at arranged Pricing.
26. **Non-Contract Products:** Means Products sold to the Membership through this Agreement that are not Alternate Contract Products, Vendor Generics, Specialty Products, or MMCAP Infuse Contract Products.
27. **Onboarding Date:** Means the Vendor must allow new Members to access the Agreement within the timeframes on **Attachment E**, provided the Onboarding Forms are complete.
28. **Onboarding Forms:** Means all forms the Member is required to complete before purchasing from the Vendor.
29. **Order System or Ordering System:** Means the document or electronic platform Member utilizes to search for and obtain Contracted Items.
30. **Price/Pricing:** Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership under this Agreement and any subsequent amendment to this Agreement.
 - A. **Contract Price/Pricing:** Means the Price for a MMCAP Infuse Contract Product.
31. **Prime Vendor:** Means Vendor is the primary pharmaceutical distributor selected by a State to provide drugs and other pharmaceuticals to Members in that State.
32. **Purchase Order:** Means any document formalizing the selection of and scope of Services selected by a Member. Additionally, this means any form submitted by the Vendor for a Special Order.
33. **Senior Healthcare Consultant (SHC):** Means an individual representing an MMCAP Infuse geographical region who meets with Members and is responsible for account management, contract utilization, and value optimization.
34. **Special Order:** Means a one-time order that will exceeds the Ordering System limitations, or the order requires additional handling or attention by Vendor based on specific request of the Member, and the order must be made through an account representative or customer service.
35. **State:** Means one of the recognized fifty (50) states of the United States of America.
36. **Stockpiling Order:** A Member-specific order for a large quantity at a price which has been negotiated through MMCAP Infuse, typically with extended dating or specific lot numbers and should be kept separate from other inventory. Specifically, these are non-typical orders that exceed five hundred percent (500.00%) of the Member's previous monthly usage or would be ordinarily considered stockpiling medications as evidenced in other Stockpiling Orders vendor has historically facilitated with a Member and MMCAP Infuse.
37. **Unit or Package:** Means the saleable unit according to the manufacturer or supplier of the product, typically one bottle, tube, case, etc.

Accurate as of January 27, 2025

The most current version

<https://members.intfuse.com/cox/contract-documents>

38. **Weighted Average Payment Days (WAPD):** Means a weighted calculation used by the Vendor to determine a Member's actual payment terms in order to apply the COG Discount matrix as detailed in *Attachment A-1*.
Weight calculation (invoice total * days old when paid = weight)
WAPD calculation (total invoices dollar amount / total weight = WAPD)

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AGREEMENT FOR MMCAP INFUSE NO. MMS23MMS2401062

THIS Agreement ("**Agreement**") is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Cardinal Health 110, LLC and Cardinal Health 112, LLC, a limited liability company with an address of 7000 Cardinal Place, Dublin, OH 43017 ("**Vendor**").

Agreement Term:

1. **Effective Date:** August 01, 2024, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** July 31, 2026. Two Year initial term with three one-year extensions.
3. The Agreement Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

- 1) **Prefix A:** Definitions
- 2) **Attachment A:** Discounts and Adjustments
 - **A-1:** COG Matrices
 - **A-2:** Further Discounts
- 3) **Attachment B:** Services
- 4) **Attachment C:** Prime Vendor and Auxiliary Status Program
 - **C-1:** [Reserved] Auxiliary Status Program Terms
 - **C-2:** Prime Vendor Member Listing
- 5) **Attachment D:** Specialty Pharmacy
- 6) **Attachment E:** Onboarding
- 7) **Attachment F:** Reporting Requirements
- 8) **Attachment G:** Minnesota Statutory Procurement Language
- 9) **Attachment H:** Return Policy
- 10) **Attachment I:** Recall Policy
- 11) **Attachment J:** Controlled Substance Compliance Agreement

ARTICLE I
PRODUCTS AND PRICING

- 1.1 **MMCAP Infuse Products.** MMCAP Infuse and/or MMCAP Infuse Manufacturer will provide a Contract File to the Vendor. The Vendor will have thirty (30) days to obtain the inventory of Products specified in the Contract File before Paragraphs 5.1 and 6.7 are applied. The Vendor will be required to stock MMCAP Infuse Products to meet MMCAP Infuse Member demand (Subparagraph A below) unless there are fewer than three (3) Units sold per month among all Members serviced by a specific DC or if the demand of Members serviced by that DC does not meet the minimum order requirements a MMCAP Infuse Manufacturer has in place with the Vendor to bring Product in for usage among all distribution centers. Vendor is required to make all MMCAP Infuse Products searchable within the Ordering System within seven (7) days of appearance on the Contract File. If the Vendor is not able to load in the Ordering System any MMCAP Infuse Products and/or Manufacturer, the Vendor will provide written notification to MMCAP Infuse. Vendor will not refuse to stock Products from MMCAP Infuse Contracted Manufacturers solely based on the MMCAP Infuse Contracted Manufacturer's willingness to provide Product through Vendor's Source Program. If Vendor does not receive proper documentation from the manufacturer to load Products in the Ordering System, Vendor will work collaboratively with MMCAP Infuse.
 - A. Utilization Projections. Inventory utilization and stocking for each DC will be based on the Membership's purchase history of the previous ninety (90) days taking into account Product seasonality shifts that involve a cyclical reoccurring spike in volume of purchases due to Product demand (such as, but not limited to: vaccines, influenza treatment, allergy, cough and cold remedies) (**Seasonality Shifts**); Vendor will be required to account for Seasonality Shifts by using the previous three (3) years of purchase history by the Membership. If any stocked Product has not been ordered after ninety (90) days, utilization history may be reduced, aside from Products that fall under Seasonality Shifts. Upon request, the Vendor will provide an inventory forecasting report of all Products to MMCAP Infuse.
 - B. Authorized Distributor: The Vendor will not classify any Product as an MMCAP Infuse Contract Product unless MMCAP Infuse has disclosed it on the Contract File in addition to the Vendor being listed as a "Authorized Distributor" in the arrangement between MMCAP Infuse and the MMCAP Infuse Manufacturer.
 - C. Chargeback Arrangements with MMCAP Infuse Manufacturers: Upon written notice from MMCAP Infuse, the Vendor will have ninety (90) days to establish a chargeback arrangement with all MMCAP Infuse